

**AGREEMENT BETWEEN THE GOVERNMENT OF
THE UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE REPUBLIC OF KOREA
CONCERNING MUTUAL AIRLIFT SUPPORT
UTILIZING AIRCRAFT OPERATED BY/FOR THE
MILITARY FORCES OF THE
PARTIES IN CASE OF MILITARY HOSTILITIES
IN THE REPUBLIC OF KOREA**

PREAMBLE

The Government of the United States of America and the Government of the Republic of Korea (hereinafter referred to as "the Parties");

Having regard to the Mutual Defense Treaty between the United States of America and the Republic of Korea, signed on October 1, 1953;
and,

Desiring to cooperate in the airlift transportation of personnel and cargo of military forces on aircraft in case of hostilities in the Republic of Korea:

Have agreed as follows:

ARTICLE 1

PURPOSE

The purpose of this Agreement is to allow the Parties to provide each other with transportation of personnel and cargo of the military forces of one Party on military and civilian aircraft operated by or for the military forces of the other Party in case of military hostilities in

the Republic of Korea.

ARTICLE 2

DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

(a) **Designated Operating Agency:** The agency designated by each Party to implement this Agreement. For the Government of the Republic of Korea (ROKG), the Designated Operating Agency is the Republic of Korea Air Force (ROKAF) Headquarters, Chungcheongnam-do, Korea. For the Government of the United States of America (USG), the Designated Operating Agency is the United States Transportation Command (USTRANSCOM) of the United States Department of Defense (DoD), Scott Air Force Base, Illinois, United States of America.

(b) **Exchange Traffic:** Cargo and passengers (including civilians and patients) of one Party moved under this Agreement and its Annexes on military and civilian transport aircraft operated by or for the other Party.

(c) **Republic of Korea:** The land, maritime and airspace under the sovereignty of the Republic of Korea, and those maritime areas, including the seabed and subsoil adjacent to the outer limit of the territorial sea over which it exercises sovereign rights or jurisdiction in accordance with international law and its domestic law, including the

Korea Air Defense Identification Zone (KADIZ).

(d) **Occurrence of Hostility:** When the Commander, ROK/US Combined Forces Command, declares DEFCON-3 or higher for the Republic of Korea.

(e) **Sponsoring Service:** Party requesting airlift.

(f) **Transporting Service:** Party providing airlift.

(g) **Validating Authority:** The agency designated by each Party to validate transportation support requests from the other Party. For the ROKG, the transportation validating authority is the ROKAF Headquarters. For the USG, the transportation validating authority is USTRANSCOM.

ARTICLE 3

SCOPE

This Agreement shall apply to mutual transport support by civilian and military aircraft between the Parties in the case of military hostilities in the Republic of Korea.

ARTICLE 4

EXCHANGE OF AIRLIFT

1. Each Party agrees to utilize its best endeavors, consistent with the

terms contained herein, to satisfy requests of the other Party for airlift support. Upon request by the other Party, air transportation of exchange traffic shall be provided only to the extent that the Designated Operating Agency of one Party determines, in its sole judgment, that the exchange traffic can be accommodated without detriment to its own requirements. USTRANSCOM shall, in conjunction with United States Forces Korea (USFK), make this determination on behalf of the USG. ROKAF HQ shall make this determination on behalf of the ROKG.

2. A Party shall not create airlift capability solely to accommodate the military requirement of the other Party. Airlift provided shall be from the existing airlift capacity of the providing Party.

3. The Transporting Service shall bear no liability for failure to provide airlift for exchange traffic or for delay in airlift services that are provided.

4. USG airlift resources which shall be provided for the implementation of this Agreement are those assigned or made available to DoD by the USG, including aircraft operated under contract to DoD. ROKG airlift resources are those military or civilian aircraft, as specified in Annex B, made available to the ROKAF by the ROKG.

5. The Parties shall ensure that civilian companies which provide aircraft on their behalf comply with applicable International Civil

Aviation Organization (ICAO) and respective domestic safety requirements.

6. A Party shall not request airlift under this Agreement unless it has funds available to pay for such airlift.

ARTICLE 5

SETTLEMENT AND PAYMENT OF ACCOUNTS

1. The cost of transportation shall be borne by the Sponsoring Service. Except as noted herein, the rates charged will be no less favorable than the rates charged the armed forces of the Transporting Service for the same or similar services. In the case of items purchased by the ROKG under the United States' Foreign Military Sales Program, the rate of reimbursement charged shall be equal to the full cost of transporting such items.

2. Credits and liabilities accrued as a result of providing or receiving transportation shall be liquidated in accordance with the terms of this Agreement and Annex A. Liquidation shall normally be by direct payment. However, the Parties may agree to payment by providing in-kind transportation. Liquidation shall occur on a regular basis, but not less often than once every 12 months.

3. Records of exchange traffic under this Agreement shall be

maintained and validated in accordance with Annex A.

4. Detailed arrangements for accounting, settlement, and payment for exchange airlift services are outlined in Annex A. A final accounting of credits and liabilities shall be accomplished no later than 90 days after termination of the Agreement. Any unresolved indebtedness shall be settled within 90 days of receipt of a bill.

ARTICLE 6

USE OF AERIAL PORT FACILITIES

1. Within capabilities at time of support and subject to its priorities, each Party shall provide routine aerial port services at available airfields for cargo and passenger loading and unloading.

2. The responsibility of the Transporting Service shall be limited to providing airlift support from the onload air terminal to the offload air terminal. The Sponsoring Service shall be responsible for the delivery of cargo and/or passengers to the onload air terminal and for the transportation of cargo and/or passengers from the offload air terminal to the ultimate destination. Operation and maintenance of loading and unloading equipment shall be the responsibility of the Party providing the equipment. The Designated Operating Agencies shall, upon request, exchange lists of available aerial port facilities and procedures for requesting services.

ARTICLE 7

OPERATING PROCEDURE

1. The implementation of this Agreement is limited to cases of military hostilities in the Republic of Korea. The detailed procedures for executing this Agreement are prescribed in Annex B. In case of a disagreement between this Agreement and the Annexes, the provisions of the Agreement shall prevail.

2. Either Party may request airlift from the other Party for exercise purposes when the exercise involves simulated military hostilities in the Republic of Korea, as defined in this Agreement. USTRANSCOM, in conjunction with USFK, must validate all USG exercise airlift requests. ROKAF must validate all ROKG exercise airlift requests. Such requests will be submitted to the Transporting Service by the Sponsoring Service through appropriate channels far enough in advance to allow for proper planning by the Transporting Service.

ARTICLE 8

CLAIMS

1. In case of loss or damage or injuries resulting from the operation of military aircraft providing airlift under the terms of this Agreement, claims shall be processed in accordance with the Agreement under

Article IV of the Mutual Defense Treaty between the United States of America and the Republic of Korea regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea, July 9, 1966, as amended. In the event the loss or damage occurs outside the Republic of Korea where the Agreement referred to above does not apply, claims arising under this Agreement will be settled as agreed between the Parties.

2. Airlift requested under this Agreement may be performed by civil aircraft under contract to, or mobilized by, the Transporting Service. Such aircraft will be required to carry comprehensive insurance coverage, to include liability insurance for damages arising from the operation of the aircraft. In the event such insurance is not commercially available, the Transporting Service may provide a substitute form of insurance coverage, indemnification, or a guarantee within available funds. The Sponsoring Service will not be liable for loss or damage to civil aircraft, or for loss or damage to third parties by civil aircraft providing airlift services under this Agreement unless the loss or damage is caused by the intentional misconduct or gross negligence of military members or employees of the Sponsoring Service. In the event of loss or damage caused by intentional misconduct or gross negligence, claims will be settled as agreed between the Parties.

3. Civil aircraft under contract to, or mobilized by, either Party are not to be considered as either state or military aircraft of the

Transporting Service when providing airlift under this Agreement, unless the Transporting Service so indicates in advance.

ARTICLE 9

ACCIDENT INVESTIGATIONS

1. Accidents involving military aircraft of either Party engaged in the execution of this Agreement shall be investigated in accordance with existing procedures between the United States and ROK. In the event no such procedures apply, the Transporting Service shall have primary responsibility for investigating the accident.

2. Accidents involving civil aircraft under contract to, or mobilized by, either Party engaged in the implementation of this Agreement will be investigated in accordance with Article 26 of the Convention on International Civil Aviation and Annex 13 to said Convention, as implemented by the civil aviation authorities of the country of the Transporting Service.

ARTICLE 10

RESOLUTION OF DISAGREEMENTS

Disagreements or disputes between the Parties arising under or relating to the terms, interpretation, or application of this Agreement, its Annexes, or any subsequent amendment(s), shall be resolved through mutual consultation between personnel of the Designated Operating Agencies of the Parties. Disputes that cannot be resolved shall be referred to the ROK-US Air Transportation Working Group (ATWG) for resolution. This group shall be co-chaired by the Deputy Chief of Staff, Logistics, ROKAF, and the Director of Strategy, Plans, Policy, and Programs, USTRANSCOM, or their designees.

ARTICLE 11

AMENDMENTS

This Agreement and its Annexes, which form an integral part of this Agreement, may be amended in writing as mutually agreed by authorized representatives of the Parties. A copy of all amendments shall be dated, consecutively numbered, and appended to each copy of this Agreement. Amendments to this Agreement shall take effect in accordance with the procedures in Article 12.

ARTICLE 12
ENTRY INTO FORCE, DURATION, AND
TERMINATION

1. The Agreement and its Annexes shall enter into force on the date both Parties have provided written notification to each other that their respective requirements for entry into force have been complied with. This Agreement and its Annexes shall remain in force for 5 years from the date of entry into force or until terminated by the mutual agreement of the Parties or upon 6 months written notice of termination from one Party to the other. This Agreement may be extended by the mutual written consent of both Parties.

2. Upon entry into force, this Agreement shall terminate and supersede the Memorandum of Agreement between the US Government and the ROK Government, Subject: Use of Korean Airlines in Contingencies, dated 24 Dec 1981, its amendments, and the Implementation Instructions for the Use of Korean Air Lines (KAL) Aircraft in Contingencies, dated 12 April 1995.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the Agreement.

Done in duplicate in the English and Korean languages, both texts
being equally authentic.

**FOR THE GOVERNMENT
OF THE UNITED STATES OF
AMERICA :**

**FOR THE GOVERNMENT
OF THE REPUBLIC OF
KOREA :**

Signed at : *Scott A.F.B. IL. U.S.A.* Signed at : *Daejeon*

On : *6 July 2001*

On : *25 June 2004*

By : *John W. Handy*

By : *이 한 호*

JOHN W. HANDY
GENERAL, USAF
COMMANDER
UNITED STATES TRANSPORTATION
COMMAND

LEE HAN HO
GENERAL, ROKAF
CHIEF OF STAFF
REPUBLIC OF KOREA
AIR FORCE